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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SYLVANA I. MCGRAW,

Plaintiff,

vs.

CITY OF LOS ANGELES, ANDREW
TAYLOR, et al.,

Defendants.

CASE NO. 2:23-cv-04727-MRW

Hon. Michael R. Wilner; Roybal - Ctm 550

STIPULATED PROTECTIVE ORDER

☒ Check if submitted without material
modifications to MRW form

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the

1 parties hereby stipulate to and petition the Court to enter the following Stipulated
2 Protective Order. The parties acknowledge that this Order does not confer blanket
3 protections on all disclosures or responses to discovery and that the protection it affords
4 from public disclosure and use extends only to the limited information or items that are
5 entitled to confidential treatment under the applicable legal principles. The parties
6 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
7 Order does not entitle them to file confidential information under seal; Civil Local Rule
8 79-5 sets forth the procedures that must be followed and the standards that will be applied
9 when a party seeks permission from the court to file material under seal.

10 1.2 GOOD CAUSE STATEMENT

11 WHEREAS Plaintiff SYLVANA I. MCGRAW (“Plaintiff”) is seeking materials
12 and information that Defendant CITY OF LOS ANGELES (“City”) maintains as
13 confidential, including but limited to, video recordings, audio recordings, other
14 confidential information and documents regarding this incident, and other administrative
15 materials and information currently in the possession of the City and which the City
16 believes need special protection from public disclosure and from use for any purpose
17 other than prosecuting this litigation.

18 The City asserts that the confidentiality of the materials and information sought by
19 Plaintiff is recognized by California and federal law, as evidenced inter alia by California
20 Penal Code section 832.7 and Kerr v. United States Dist. Ct. for N.D. Cal., 511 F.2d 192,
21 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). The City has not publicly released the
22 materials and information referenced above except under protective order or pursuant to a
23 court order, if at all. These materials and information are of the type that has been used
24 to initiate disciplinary action against Los Angeles Police Department (“LAPD”) officers,
25 and has been used as evidence in disciplinary proceedings, where the officers’ conduct
26 was considered to be contrary to LAPD policy.

27 The City contends that absent a protective order delineating the responsibilities of
28 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and

1 undue disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals
2 and expert witnesses involved in this case, as well as the corollary risk of embarrassment,
3 harassment and professional and legal harm on the part of the LAPD officers referenced
4 in the materials and information. The unfettered disclosure of the materials and
5 information, absent a protective order, would allow the media to share this information
6 with potential jurors in the area, impacting the rights of Defendant herein to receive a fair
7 trial.

8 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
9 of disputes over confidentiality of discovery materials, to adequately protect information
10 the parties are entitled to keep confidential, to ensure that the parties are permitted
11 reasonable necessary uses of such material in preparation for and in the conduct of trial,
12 to address their handling at the end of the litigation, and serve the ends of justice, a
13 protective order for such information is justified in this matter. It is the intent of the
14 parties that information will not be designated as confidential for tactical reasons and that
15 nothing be so designated without a good faith belief that it has been maintained in a
16 confidential, non-public manner, and there is good cause why it should not be part of the
17 public record of this case.

18 The parties therefore stipulate that there is Good Cause for, and hereby jointly
19 request that the honorable Court issue a Protective Order regarding confidential
20 documents consistent with the terms and provisions of this Stipulation. However, the
21 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
22 construed as any ruling by the Court on the aforementioned legal statements or privilege
23 claims in this section, no shall this section be construed as part of any such Court Order.
24 The City has not publicly released the documents, video or information referenced above
25 except under protective order or pursuant to court order, if at all.

26
27 **2. DEFINITIONS**

28 **2.1 Action: *Sylvana I. McGraw v. City of Los Angeles, et al.*; 2:23-cv-04727-**

1 **MRW**

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
5 is generated, stored or maintained) or tangible things that qualify for protection under
6 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
7 Statement.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
9 support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of the
13 medium or manner in which it is generated, stored, or maintained (including, among
14 other things, testimony, transcripts, and tangible things), that are produced or generated in
15 disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
18 expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
24 this Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm which has
26 appeared on behalf of that party, and includes support staff.

27 2.11 Party: any party to this Action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
3 Discovery Material in this Action.

4 2.13 Professional Vendors: persons or entities that provide litigation support
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
7 their employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery Material that is designated
9 as “CONFIDENTIAL.”

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
11 from a Producing Party.

12
13 3. SCOPE

14 The protections conferred by this Stipulation and Order cover not only Protected
15 Material (as defined above), but also (1) any information copied or extracted from
16 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
17 Material; and (3) any testimony, conversations, or presentations by Parties
18 or their Counsel that might reveal Protected Material.

19 Any use of Protected Material at trial will be governed by the orders of the trial
20 judge. This Order does not govern the use of Protected Material at trial.

21
22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order will remain in effect until a Designating Party agrees otherwise in
25 writing or a court order otherwise directs. Final disposition will be deemed to be the later
26 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
27 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
28 remands, trials, or reviews of this Action, including the time limits for filing any motions

1 or applications for extension of time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
 5 Party or Non-Party that designates information or items for protection under this Order
 6 must take care to limit any such designation to specific material that qualifies under the
 7 appropriate standards. The Designating Party must designate for protection only those
 8 parts of material, documents, items, or oral or written communications that qualify so that
 9 other portions of the material, documents, items, or communications for which protection
 10 is not warranted are not swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 12 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
 13 to unnecessarily encumber the case development process or to impose unnecessary
 14 expenses and burdens on other parties) may expose the Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
 16 designated for protection do not qualify for protection, that Designating Party must
 17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
 20 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
 21 must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents, but
 24 excluding transcripts of depositions or other pretrial or trial proceedings), that the
 25 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
 26 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
 27 portion or portions of the material on a page qualifies for protection, the Producing Party
 28 also must clearly identify the protected portion(s) (e.g., by making appropriate markings

1 in the margins).

2 A Party or Non-Party that makes original documents available for inspection need
3 not designate them for protection until after the inspecting Party has indicated which
4 documents it would like copied and produced. During the inspection and before the
5 designation, all of the material made available for inspection will be deemed
6 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
7 copied and produced, the Producing Party must determine which documents, or portions
8 thereof, qualify for protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
10 that contains Protected Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party identify the
14 Disclosure or Discovery Material on the record, before the close of the deposition all
15 protected testimony.

16 (c) for information produced in some form other than documentary and for any
17 other tangible items, that the Producing Party affix in a prominent place on the exterior of
18 the container or containers in which the information is stored the legend
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
20 the Producing Party, to the extent practicable, will identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
22 to designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material. Upon
24 timely correction of a designation, the Receiving Party must make reasonable efforts to
25 assure that the material is treated in accordance with the provisions of this Order.

26 27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation

1 of confidentiality at any time that is consistent with the Court's Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution
3 process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding will be on the
5 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
6 to harass or impose unnecessary expenses and burdens on other parties) may expose the
7 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
8 the confidentiality designation, all parties will continue to afford the material in question
9 the level of protection to which it is entitled under the Producing Party's designation until
10 the Court rules on the challenge.

11 12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this Action
15 only for prosecuting, defending, or attempting to settle this Action. Such Protected
16 Material may be disclosed only to the categories of persons and under the conditions
17 described in this Order. When the Action has been terminated, a Receiving Party must
18 comply with the provisions of section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
23 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
24 may disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this Action;

28 (b) the officers, directors, and employees (including House Counsel) of the

1 Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
9 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
13 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
14 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not
15 be permitted to keep any confidential information unless they sign the “Acknowledgment
16 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
17 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
18 depositions that reveal Protected Material may be separately bound by the court reporter
19 and may not be disclosed to anyone except as permitted under this Stipulated Protective
20 Order; and

21 (i) any mediator or settlement officer, and their supporting personnel, mutually
22 agreed upon by any of the parties engaged in settlement discussions.

23
24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that
27 compels disclosure of any information or items designated in this Action as
28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification will
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena or
5 order is subject to this Protective Order. Such notification will include a copy of this
6 Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order will not produce any information designated in this action as
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party will bear the burden and expense of seeking protection in that court of
14 its confidential material and nothing in these provisions should be construed as
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
16 from another court.

17
18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
19 IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
22 by Non-Parties in connection with this litigation is protected by the remedies and relief
23 provided by this Order. Nothing in these provisions should be construed as prohibiting a
24 Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party is subject
27 to an agreement with the Non-Party not to produce the Non-Party’s confidential
28 information, then the Party will:

1 (1) promptly notify in writing the Requesting Party and the Non-Party that
 2 some or all of the information requested is subject to a confidentiality agreement with a
 3 Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
 5 Order in this Action, the relevant discovery request(s), and a reasonably specific
 6 description of the information requested; and

7 (3) make the information requested available for inspection by the Non-
 8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14
 10 days of receiving the notice and accompanying information, the Receiving Party may
 11 produce the Non-Party's confidential information responsive to the discovery request. If
 12 the Non-Party timely seeks a protective order, the Receiving Party will not produce any
 13 information in its possession or control that is subject to the confidentiality agreement
 14 with the Non-Party before a determination by the court. Absent a court order to the
 15 contrary, the Non-Party will bear the burden and expense of seeking protection in this
 16 court of its Protected Material.

17 18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 20 Protected Material to any person or in any circumstance not authorized under this
 21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
 22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 23 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 24 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
 25 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
 26 that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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14. Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 9/19/2023

/s/
Attorneys for Plaintiff

DATED: 9/19/2023

L. H. T. C.
Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 9/19/23



HON. MICHAEL R. WILNER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of **Sylvana I. McGraw v. City of Los Angeles, et al.; 2:23-cv-04727-MRW**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____